

**UNIVERSAL TRAFFIC SERVICE
BROKER/CARRIER AGREEMENT**

AGREEMENT made and entered into this 15th day of July 1998, by and between **Central Transport International, Inc.**, hereinafter referred to as **CARRIER**, AND **UNIVERSAL TRAFFIC SERVICE**, 6303 28th St., Grand Rapids, MI 49546 hereinafter referred to as **BROKER**. This **AGREEMENT** is to remain in effect for one (1) year and will renew year to year thereafter except where notification is given to dissolve upon no less than 30 days notice in writing either by U.S. Mail or facsimile transmission.

RECITALS

WHEREAS: CARRIER is a motor contract carrier of property duly authorized by the Federal Highway Commission, under Permit No. MC- 301948, (a copy of which permit is attached hereto and made a part hereof) to provide compensated contract transportation of property for shippers (consignor) and receivers (consignee) of general commodities, and holds itself out to the public as such, and in providing contract carrier services assigns motor vehicles and equipment for a continuing period of time for the exclusive use and benefit of shippers and receivers and/or provides transportation services designed to meet the distinct needs of shippers and receivers served.

WHEREAS: BROKER is a freight broker, duly authorized by the ICC under License No. MC- 209839-1, (a copy of which license is attached hereto and made a part hereof), to arrange for the transportation of property by motor carrier on behalf of a motor carrier, consignor or consignee, and for the purposes of contract carriage sufficiently controls the arrangements for transportation of the commodities to be tendered to **CARRIER** under this **AGREEMENT**, and

WHEREAS: BROKER, as an independent contractor services shipper and receiver customers on a continuing basis which have individually and/or collectively, varying and distinct transportation needs for shipments between and among various geographic points throughout the United States, which from time to time require dedication of equipment, cargo liability insurance, claims credit and payment terms, ratemaking negotiability, mutual rate adjustment, rate and charge stabilization and agreement, and for those reasons **BROKER**, both derivatively for shipper customers and for itself, has unique, distinct and continuing transportation service needs throughout the United States, and must necessarily also enter into similar pattern motor contract carriage agreements with more than one motor contract carrier, in order to serve the varied special, distinct and continuing transportation needs of itself and of its several shipper customers from origins to destinations throughout the United States all of which form an integral part of the **BROKER'S** customer base of both shippers and motor carriers, and

BROKER shall diligently solicit, obtain and maintain shipping customers having freight traffic shipments in need of transportation, and shall offer a series of freight traffic shipments to **CARRIER** for transportation;

CARRIER shall transport by motor vehicle from and to such points between which service may be required, a series of shipments in such quantities of authorized commodities as **BROKER** may require without delay, subject to the availability of suitable equipment for the traffic offered and the specific shipment instructions, all in accordance with the terms and conditions of this **AGREEMENT**.

BROKER shall tender and **CARRIER** shall transport a series of shipments of no less than 3 shipments per year under this **AGREEMENT** during the primary term or renewals thereof.

Rates and charges for traffic moved under this **AGREEMENT** shall be as agreed between the parties hereto in writing and are to be contained in a rate schedule or memorandum of rates and charges prepared and issued by **BROKER**, acknowledged and accepted by **CARRIER**, and attached to this **AGREEMENT** as Schedule "A". Changes to this schedule or memorandum shall also be made in writing on mutually agreed notice time, and similarly acknowledged. This schedule shall also contain the terms and conditions of, and charges for, any additional or accessorial services which may be required or performed.

Individual moves may be addressed on a move by move basis via "Appendix A" (load confirmation) faxed by broker and signed by carrier representative.

Claims on shortages or damaged freight may be handled by UTS (from an administrative standpoint only, as a service to its client) or directly with the shipper customer, and will be independent of this agreement. Claims will be subject to the provisions of the NMFC-100 and CTII 100 series, rules, including released valuation provisions. Carrier claims liability will be, at the least, full replacement value and will include any additional charges incurred by shipper and/or Broker.

Undercharge and overcharge claims will be handled between **CARRIER** and **BROKER**, independent of the shipper subject to the provisions of the "Negotiated Rates Act" and the "Trucking Industry Regulatory Reform Act" except that neither party will be due undercharge or overcharge consideration beyond 6 months of ship date.

Rates may be established or amended verbally in order to meet specific shipping schedules or requirements, as mutually agreed, but such verbal agreement shall be reduced to writing (via appendices confirmation) within five (5) working days of the movement of the involved freight, in order to be and/or remain binding between the parties.

Rate-making, mutuality, flexibility and stability are essential elements in the relationship of the parties and this agreement. Therefore, while provision is made for negotiation and mutual adjustment of rates and changes for transportation provided under this **AGREEMENT** as set out in appendices hereto, rates payable under this **AGREEMENT** and appendices, shall not be less than \$ 44.00 per shipment.

Payment for transportation charges, including detention and accessorial charges to **BROKER**, while in force contracts exist between **BROKER** and Clients or **BROKER** has not filed for bankruptcy protection, shall be made by **BROKER** to **CARRIER** within 30 days of receipt of original freight bill with required bill of lading and delivery receipt copies attached. Any reference in rules tariffs referring to late payment and loss of pricing provisions is waived by **CARRIER**.

In the event of non or delinquent payment of freight bills by **BROKER** to **CARRIER** on which there is no dispute as to the accuracy of freight charges, **CARRIER** may, after 120 days from the bill date, institute collection efforts directly against the party on whose behalf the shipment(s) were made.

In the event there is a dispute as to the accuracy of a freight bill or bills, **BROKER** will notify **CARRIER** by letter or fax within 30 days of the date of shipment. **CARRIER** will then make disposition or respond by letter or fax to **BROKER** within 30 days of receipt of **BROKER**'s notification to **CARRIER**. Collection proceedings may proceed as described above after 120 days from the date of agreement between **BROKER** and **CARRIER**'s Pricing Department on the resolution of disputed freight bills.

In no instance shall **CARRIER** contact or institute collection efforts against any party, other than **BROKER** while there is an unresolved dispute over the accuracy of freight bills in question.

Notification under this Agreement shall be made to the following:

To **BROKER**:

Universal Traffic Service (UTS)
ATTN: Auditing
P.O. Box 888470
Grand Rapids, MI 49588-8470

(FAX) 616-949-6362
(PH) 800-383-3024

To **CARRIER**:

Central Transport International
ATTN: Pricing Department
12225 Stephens Road
Warren, MI 48089

(FAX) 800-527-0105
(PH) 810-939-7000

In the event rules tariff provisions conflict with the wording within this contract, the contract will take precedent.

Carrier will not solicit nor enter into any business relationship with clients of broker while in force contracts exist between broker and client. Carrier may only solicit traffic from said client (s) six months after the termination of said contract.

Parties agree the terms of this Agreement are confidential in nature and may not be disclosed to any other party except by **BROKER** to its clients at **BROKER'S** discretion.

This agreement provides for transportation services designed to meet the distinct needs of shipper customers. The distinct needs of the shipper customers are exemplified in the aforementioned recitals of this **AGREEMENT**, and may also be identified as **UNIVERSAL TRAFFIC SERVICE MANAGEMENT CLIENTS** in the appendix "B" attached hereto and made a part hereof. **BROKER** may from time to time add to or delete from **UNIVERSAL TRAFFIC SERVICE MANAGEMENT CLIENTS** via facsimile to be signed by carrier representative with effective date and returned via like method.

All invoices for **UTS** and **UNIVERSAL TRAFFIC SERVICE MANAGEMENT CLIENTS** will be sent to Universal Traffic Service at PO Box 888470 Grand Rapids, MI 49588-0470.

It is the intention and contemplation of the parties that the compensated transportation services provided hereunder are done so under a continuing agreement between the parties subject, however, to the primary term renewal and termination provision of Paragraph one (1) of this Agreement.

Controlling Law: Except as provided in paragraph re: claims, damages and shortages, this agreement shall be governed by the laws of the state of Michigan, without giving effect to the principles of conflict of law thereof, and any dispute under this agreement shall be submitted to the jurisdiction of the federal or state courts in Kent County, Michigan for adjudication.

signed,

For **UNIVERSAL TRAFFIC SERVICE:**



Robert S. Ghareeb
Vice President - Traffic

Date:

July 15, 1998

For **CARRIER:**


BY: David Rodewald

David R. Rodewald

Director of Pricing

Date:

July 22, 1998

SCHEDULE "A"
PRICING AGREEMENT

between
CENTRAL TRANSPORT INTERNATIONAL INC.
and
UNIVERSAL TRAFFIC SERVICE, INC.

Effective Date: August 1, 1998
Base Rates: CZAR / CZAR LITE Effective 1-1-1997
Discount: [REDACTED]
Canadian Rates: CTII595
Discount: 70%
Minimum Charge: [REDACTED] Domestic [REDACTED] Canadian (for cross-border service)
Interline Pricing: [REDACTED] % off actual class where CTII/CETR originates. [REDACTED] minimum
Volume Pricing: [REDACTED] % off cubic capacity or class rated volume shipments.
New York Zips: Zip codes 10001-10099 will be subject to a \$[REDACTED] minimum.

Central Transport International Inc., shall name a representative to resolve disputed bills.
Central Transport International Inc., shall pay all claims within thirty (30) days of acceptance of responsibility.

Application: Linehaul Portion of billing, including C.O.D. shipments, inbound collect, outbound prepaid, and third party. C.O.D. fees are limited to 3% of C.O.D. amount with a minimum charge of \$[REDACTED]. Outbound collect shipments will move at class rates and receive a [REDACTED] % discount off prevailing CTII base rates when pricing for consignee does not exist with Central Transport International Inc.

Intrastate charge application is limited to: MI, GA, IN, MO, NY, OH, PA, IL, TN, and TX, when served direct by CTII.

Shipments through 19,999#

All shipments subject to the rules and accessorial charges established in CTII 100 (series) except provisions referred to in the language of the contract to which this schedule is attached, references to claims liability less than full replacement value, single shipment charges, change of debtor charges, notify charges, and any charges related to freight bill attachments and/or requests for facsimile transmission of same (i.e. bills of lading, P.O.D.'s etc.) which are waived. C.O.D. fees are limited to 3% of C.O.D. amount with a minimum charge of \$[REDACTED].

Pricing to apply to UTS as third party as well as those UTS clients named in UNIVERSAL TRAFFIC SERVICE MANAGEMENT CLIENTS listing, with pricing protected for each client as listed including any exception ratings as stated. Pricing will also apply to clients added by UTS fax signed by appropriate carrier representative. Clients may be deleted in the same manner.

Pricing may be facilitated by rate agreement by Broker and Carrier, Appendix A (rate confirmation) created by Broker, faxed by Broker signed and returned via fax by Carrier. Appendix A becoming a one move agreement to the contract by definition.

For **UNIVERSAL TRAFFIC SERVICE**

Robert S. Ghareeb
By: Robert S. Ghareeb

Date: July 15, 1998

For **Central Transport International, Inc.**

David R. Rodewald
By: David R. Rodewald

Date: July 22, 1998

UNIVERSAL TRAFFIC SERVICE MANAGEMENT CLIENTS APPENDIX B

CLIENT	ALIAS	LOCATION	CITY	ST	ZIP	CL EXC
ACTIVE MFG CORP		422 N GRIFFIN	GRAND HAVEN	MI	49417	N/A
AERO-MOTIVE COMPANY		106 84TH STREET	BYRON CENTER	MI	49443	60
AERO-MOTIVE COMPANY		6688 E. ML AVENUE	KALAMAZOO	MI	49001	60
AMERICAN COIL SPRING		1041 EAST KEATING	MUSKEGON	MI	49442	50
AMERICAN METAL & PLASTICS, INC.		450 32ND STREET SW	GRAND RAPIDS	MI	49518	N/A
AMERICAN METAL & PLASTICS, INC.		4220 ROGER B/ CHAFFEE	GRAND RAPIDS	MI	49548	N/A
AMERICAN METAL & PLASTICS, INC.		4240 ROGER B. CHAFFEE	GRAND RAPIDS	MI	49548	N/A
AUTOMATIC SPRING PRODUCTS CORP		803 TAYLOR STREET	GRAND HAVEN	MI	49417	N/A
BELT CORP of AMERICA		3455 HUTCHINSON ROAD	CUMMING	GA	30130	N/A
BENTELER INDUSTRIES, INC.		1818 LAKEVIEW DRIVE	FORT WAYNE	IN	46808	N/A
BENTELER INDUSTRIES, INC.		910 S. EISENHOWER DRIVE	GOSHEN	IN	46526	N/A
BENTELER INDUSTRIES, INC.		9000 EAST MICHIGAN AVENUE	GALESBURG	MI	49053	N/A
BENTELER INDUSTRIES, INC.		210 HALL STREET SW	GRAND RAPIDS	MI	49507	N/A
BENTELER INDUSTRIES, INC.		3721 HAGEN DRIVE	GRAND RAPIDS	MI	49504	N/A
BORISCH MANUFACTURING		4511 EAST PARIS AVENUE	GRAND RAPIDS	MI	49512	N/A
CAROLINA RIVER		105 COLUMBIA AVENUE	WEST COLUMBIA	SC	29170	50
COMPRESSOR TECHNOLOGIES INC		5800 SAFETY DRIVE	BELMONT	MI	48306	70
CONFORMANCE FASTENERS & ASSEMBLY PRODUCTS		2019 GLENDENING STREET	KALAMAZOO	MI	49001	N/A
CONFORMANCE FASTENERS & ASSEMBLY PRODUCTS		6239 AMERICAN AVE	KALAMAZOO	MI	49002	N/A
DAC INDUSTRIES, INC.		615 C ELEVANTH ST. NW	GRAND RAPIDS	MI	49504	N/A
DETROIT TUBULAR RIVET		1213 GROVE STREET	WYANDOTTE	MI	48192	50
DEVONSHIRE MANUFACTURING COMPANY		25401 GLENDALE	REDFORD	MI	48239	N/A
DIAMOND CHEMICAL COMPANY		9434 FRENCH ROAD	DETROIT	MI	48213	N/A
DIVERSIFIED DISTRIBUTION SYSTEMS, INDDS of MICHIGAN		14451 WEST CHICAGO	DETROIT	MI	48228	O/B <=85@60 >85@CL
FEDERAL FOODS CORPORATION		1561 ADLAIDE	DETROIT	MI	48207	N/A
FIRST MEDICA		3704 C-BOREN DR.	GREENSBORO	NC	27407	70
FIRST MEDICA C/O AMERICAN DELIVERY		1665 LOTSIE BLVD.	ST. LOUIS	MO	63132	70
FIRST MEDICA % METRO WHSE		4020 PLATINUM WAY	DALLAS	TX	75237	70
FIRST MEDICA C/O LAGROUE WHSE		3614 S. DOSTNER AVE	CHICAGO	IL	60632	70
FIRST MEDICA C/O BALTIMORE INT'L WH		7646-56 CANTON CENTER DR.	BALTIMORE	MD	21224	70
G&T INDUSTRIES OF INDIANA, INC.		2741 KATHY LANE	JASPER	IN	47546	N/A
G&T INDUSTRIES OF NY, INC.		100 CLARK INDUSTRIAL PARKW	CONKLIN	NY	13748	N/A
G&T INDUSTRIES OF OHIO, INC.		179 EAST LONGVIEW	MANSFIELD	OH	44901	N/A
G&T INDUSTRIES OF PA, INC.		62 HESS ROAD	LEOLA	PA	17540	N/A
G&T INDUSTRIES, INC.		641 WEST LAKE STREET	CHICAGO	IL	60661	N/A
G&T INDUSTRIES, INC.		4505 WESTLAND DRIVE	ELKHART	IN	46515	N/A
G&T INDUSTRIES, INC.		BUSINESS FURNITURE DIVISION	GRAND RAPIDS	MI	49518	N/A
G&T INDUSTRIES, INC.		3415 EASTERN AVENUE SE	GRAND RAPIDS	MI	49518	N/A
G&T INDUSTRIES, INC.		3415 EASTERN AVENUE SE	GRAND RAPIDS	MI	49508	N/A
G&T INDUSTRIES, INC.		HEMISPHERE INTERNATIONAL	GRAND RAPIDS	MI	49518	N/A
G&T INDUSTRIES, INC.		STEPHEN GOULD	GRAND RAPIDS	MI	49518	N/A

PREPARED BY BOB GHAREEB 7/21/98

CARRIER: CTII

ACCEPTED BY

DATE: JUL 2, 1998

UNIVERSAL TRAFFIC SERVICE MANAGEMENT CLIENTS APPENDIX B

CLIENT	ALIAS	LOCATION	CITY	ST	ZIP	CL EXC
G&T INDUSTRIES, INC.	DECORATIVE SURFACES	6710 NORTH SIDNEY	MILWAUKEE	WI	53209	N/A
G&T MARINE SPECIALTIES	DESIGN STUDIO	96 WILLARD STREET	COCOA	FL	32922	N/A
G&T MARINE SPECIALTIES	SARASOTA SHOWROOM	1074 WHITEFIELD	SARASOTA	FL	34243	N/A
G&T MARINE SPECIALTIES GROUP	TEXTILES SPECIALTIES GROUP	3415 EASTERN AVENUE SE	GRAND RAPIDS	MI	49518	N/A
G&T MARINE SPECIALTIES GROUP		1726 HENRY G LANE	MARYVILLE	TN	37801	N/A
G&T SPECIALTIES GROUP (MSG)		700 COLLINS ROAD	ELKHART	IN	46516	N/A
HMR SALES & IMPORTS, INC.		912 N. BRIDGE STREET	LINDEN	MI	48451	N/A
HST SERVICES, INC.		500 44TH STREET SW	GRAND RAPIDS	MI	49548	N/A
HURON PRODUCTS GROUP		58611 GRAND RIVER AVE	NEW HUDSON	MI	48165	N/A
IMC		P.O. BOX 3602	BRENTWOOD	TN	37024	N/A
IPL		20200 WOODRUFF	ROCKWOOD	MI	48173	85
JOHNSON & QUIN		7460 N LEHIGH	NILES	IL	60648	55
KING MILLING COMPANY		115 SOUTH BROADWAY	LOWELL	MI	49331	N/A
LABTECH INDUSTRIES		7707 LYNDON	DETROIT	MI	48238	N/A
LAKESIDE SPRING PRODUCTS		422 N GRIFFIN	GRAND HAVEN	MI	49417	N/A
LASER ALIGNMENT		6330 28TH ST SE	GRAND RAPIDS	MI	49546	N/A
LASER ALIGNMENT		2850 THORNHILLS S.E.	GRAND RAPIDS	MI	49546	N/A
LIBERTY PRODUCTS		3073 MORTIMER	RAVENNA	MI	49451	N/A
LIBERTY SUPPLY		P.O. BOX 2104	MANKATO	MN	56002	N/A
LUCAS SYSTEMS	DENTEXX	900 CANAL ST.	JACKSONVILLE	FL	32209	70
MAGIC FINISHING		2947 BUCHANAN	GRAND RAPIDS	MI	49548	N/A
MAGNA-LOMASON CORP. - CARROLLTON	DOUGLAS-LOMASON	1001 ALABAMA	CARROLLTON	GA	30117	N/A
MERRITT EQUIPMENT COMPANY		6675 FULTON INDUSTRIAL BLVD	ATLANTA	GA	30336	N/A
MERRITT EQUIPMENT COMPANY		325 N CARLSON ROAD	BIRMINGHAM	AL	35215	N/A
MERRITT EQUIPMENT COMPANY		2500 WALNUT	ROSEVILLE	MN	55113	N/A
MERRITT EQUIPMENT COMPANY		137 HORNER AVE	TORONTO	ON	M8Z 4	N/A
MERRITT EQUIPMENT COMPANY		338 FOURTEENTH ST	AMBRIDGE	PA	15003	N/A
MERRITT EQUIPMENT COMPANY		1501 COUNTY HOSPITAL ROAD	NASHVILLE	TN	37218	N/A
MERRITT EQUIPMENT COMPANY		8700 AMBASSADOR ROAD	DALLAS	TX	75247	N/A
MERRITT EQUIPMENT COMPANY		2098 TAYLOR STREET	HOUSTON	TX	77007	N/A
MICHIGAN PRODUCTS	TEACHERS STORE, MPI	1200 KEYSTONE	LANSING	MI	48909	70
MICHIGAN RIVET CORPORATION		13201 STEPHENS ROAD	WARREN	MI	48089	50
NATIONWIDE COMPONENTS, INC		39293 PL YMOUTH RD., SUITE 10	LIVONIA	MI	48150	N/A
PADUCAH MEDICAL SUPPLY		5530 REIDLAND ROAD	PADUCAH	KY	42003	N/A
PARAMOUNT BORING & MACHINE, INC.		15255 W 11 MILE	OAK PARK	MI	48237	N/A
PONCRAFT DOOR COMPANY		2005 PONTIAC ROAD	AUBURN HILLS	MI	49842	N/A
PONTIAC COIL INC.		2110 QUEENSWAY	SEARCY	AR	72143	N/A
PONTIAC COIL INC.		5800 MOODY DRIVE	CLARKSTON	MI	48348	N/A
PONTIAC COIL INC.		5385 PERRY DRIVE	WATERFORD	MI	48329	N/A
PONTIAC COIL INC.	JDS PRODUCTS	2960 ROBERTSON AVENUE	CINCINNATI	OH	45209	N/A
QUALITY WOOD SUPPLY		1150 UNIFORM ROAD	GRIFFIN	GA	30224	N/A
SEFCOR, INC.						

PREPARED BY BOB GHAREEB 7/21/98

CARRIER: CTII

ACCEPTED BY

DATE: JUL 2, 1998

UNIVERSAL TRAFFIC SERVICE MANAGEMENT CLIENTS

APPENDIX B

CLIENT	ALIAS	LOCATION	GRN	ST	ZIP	CL FIC
SOUND TECH, INC	SOUNDTECH	134 BUCKLEY SW	GRAND RAPIDS	MI	49501	N/A
SOUND TECH, INC	SOUNDTECH	2685 NORTHBRIDGE DRIVE	WALKER	MI	49504	N/A
SOUTHERN AMBULANCE BUILDERS		833 NEW FRANKLIN RD.	LAGRANGE	GA	30241	N/A
SOURCE IMAGING PRODUCTS, INC		8090 MCDONOUGH DR STE Q	NORCROSS	GA	30093	N/A
SOUTHERN AMBULANCE BUILDERS		231 S JEFFERSON AVE STE 708	CHICAGO	IL	60661	N/A
SPORT RACK AUTOMOTIVE		833 NEW FRANKLIN RD.	LA GRANGE	GA	30241	N/A
SPORT RACK AUTOMOTIVE		12900 HALL RD. SUITE200	STERLING HEIGHTS	MI	48313	N/A
SPORT RACK AUTOMOTIVE		50701 BIRCH LANE	SHELBY TOWNSHIP	MI	48315	N/A
STEPHENSON & LAWYER		2665 16TH STREET	PORT HURON	MI	48060	N/A
SUMMIT ELECTRIC SUPPLY		3831 PATTERSON AVENUE SE	GRAND RAPIDS	MI	49508	N/A
SUMMIT ELECTRIC SUPPLY		5109 W. HOLT BLVD	MONTCLAIR	CA	91763	N/A
SUMMIT ELECTRIC SUPPLY		515 ELECTRIC AVE.	FARMINGTON	NM	87489	N/A
SUMMIT ELECTRIC SUPPLY		2626 ELECTRONIC LANE	DALLAS	TX	75354	N/A
SUMMIT ELECTRIC SUPPLY		7701 LOCKHEED DR.	EL PASO	TX	79937	N/A
SUMMIT ELECTRIC SUPPLY		500 N. BEACH ST.	FORT WORTH	TX	78279	N/A
SURE-WOOD FOREST PRODUCTS		10737 GULF DALE	SAN ANTONIO	TX	78279	N/A
SURE-WOOD FOREST PRODUCTS		374 SOUTH GLASSER STREET	ORANGE	CA	92666	N/A
SURE-WOOD FOREST PRODUCTS		65 HILLS STREET BLDG E	YOUNGWOOD	PA	15687	N/A
THE TEACHERS STORE	MICHIGAN PRODUCTS	37 N. WAUKEGAN ROAD	DEERFIELD	IL	60015	70
THE TEACHERS STORE	MICHIGAN PRODUCTS	4315 WESTBROOK DRIVE	AURORA	IL	60504	70
THE TEACHERS STORE	MICHIGAN PRODUCTS	2845 LAKE EASTBROOK BLVD.	KENTWOOD	MI	49512	70
THE TEACHERS STORE	MICHIGAN PRODUCTS	1200 KEYSTONE AVENUE	LANSING	MI	48911	70
THE TEACHERS STORE	MICHIGAN PRODUCTS	16971 MIDDLEBELT ROAD	LIVONIA	MI	48154	70
TOWER AUTOMOTIVE	R. J. TOWER	2383 14 MILE ROAD	STERLING HEIGHTS	MI	48310	70
TOWER AUTOMOTIVE	R. J. TOWER	801 W. 15TH STREET	AUBURN	IN	46706	50
TOWER AUTOMOTIVE	MASCOTECH	221 S. PROGRESS DRIVE WEST	KENDALLVILLE	IN	46755	50
TOWER AUTOMOTIVE		850 WITHROW COURT	BARDSTOWN	KY	40004	50
TOWER AUTOMOTIVE		37630 INTERCHANGE DR	FARMINGTON HILLS	MI	48355	50
TOWER AUTOMOTIVE	R. J. TOWER	6303 28TH ST S.E.	GRAND RAPIDS	MI	49548	50
TOWER AUTOMOTIVE	KALAMAZOO STAMPING	429 E. GROVE STREET	GREENVILLE	MI	48838	50
TOWER AUTOMOTIVE	KALAMAZOO STAMPING	1815 PALMER AVENUE	KALAMAZOO	MI	49001	50
TOWER AUTOMOTIVE	R. J. TOWER	2105 GLENDENNING	KALAMAZOO	MI	49001	50
TOWER AUTOMOTIVE		800 E. DUNCAN STREET	MANCHESTER	MI	48158	50
TOWER AUTOMOTIVE		1350 W. HAMLIN	ROCHESTER HILLS	MI	48308	50
TOWER AUTOMOTIVE	R. J. TOWER	8900 INKSTER ROAD	ROMULUS	MI	48174	50
TOWER AUTOMOTIVE	R. J. TOWER/MASCOTECH/JP	1974 CASS-HARTMAN COURT	TRAVERSE CITY	MI	49684	50
TOWER AUTOMOTIVE	R. J. TOWER/MASCOTECH/JP	1677 PARK DRIVE	TRAVERSE CITY	MI	49686	50
TOWER AUTOMOTIVE	R. J. TOWER/MASCOTECH/JP	280 HUGHES DRIVE	TRAVERSE CITY	MI	49686	50
TOWER AUTOMOTIVE	R. J. TOWER/MASCOTECH/JP	1305 STEPKO COURT	TRAVERSE CITY	MI	49684	50
TOWER AUTOMOTIVE	MASCOTECH	18717 COUNTY ROAD 15	BLUFTON	OH	45817	50
TOWER AUTOMOTIVE	MASCOTECH	9841 COUNTY HWY 49	UPPER SANDUSKY	OH	43351	50

PRE: TED BY BOB GHAREEB 7/21/98

CARRIER: CTII

ACCEPTED BY



DATE: J. 12, 1998

UNIVERSAL TRAFFIC SERVICE MANAGEMENT CLIENTS APPENDIX B

CLIENT	ALIAS	LOCATION	CITY	ST	ZIP	CL EXC
TOWER AUTOMOTIVE	A.O.SMITH	630 SOUTH WEST ST.	BELLEVUE	OH	44811	50
TOWER AUTOMOTIVE	A.O.SMITH	43955 PLYMOUTH OAKS	PLYMOUTH	MI	48170	50
TOWER AUTOMOTIVE	A.O.SMITH	311 VANDERBILT DR.	BOWLING GREEN	KY	42104	50
TOWER AUTOMOTIVE	A.O.SMITH	4040 VISTA DRIVE	ROANOKE	VA	24019	50
TOWER AUTOMOTIVE	A.O.SMITH	5940 FALCON ROAD	ROCKFORD	IL	61109	50
TOWER AUTOMOTIVE	A.O.SMITH	3301 CLINE ROAD	CORYDON	IN	47112	50
TOWER AUTOMOTIVE	A.O.SMITH	13901 TELECOM DR.	MILAN	TN	38368	50
TOWER AUTOMOTIVE	A.O.SMITH	4605 RICHLYN DR.	BELCAMP	MD	21017	50
TOWER AUTOMOTIVE	A.O.SMITH	3533 N. 27TH ST.	MILWAUKEE	WI	53216	50
UNITED PET SUPPLY	UNITED PRODUCTS/SUPPLIES	19785 W. 12 MILE RD. #179	SOUTHFIELD	MI	48076	N/A
UTS (AS THIRD PARTY ONLY)		14650 DEQUINDRE	DETROIT	MI	48212	N/A
UTS (AS THIRD PARTY ONLY)		3525 28TH ST STE A	DETROIT	MI	48212	N/A
UTS (AS THIRD PARTY ONLY)		6303 28TH ST. S.E.	GRAND RAPIDS	MI	49512	N/A
UTS (AS THIRD PARTY ONLY)		P.O. BOX 888470	GRAND RAPIDS	MI	49548	N/A
WESTERN FASTENER COMPANY		3201 LONGHORN BLVD	GRAND RAPIDS	MI	49588	N/A
WESTERN FASTENER COMPANY		10414 GULF DALE	AUSTIN	TX	78758	N/A
YOUNG SUPPLY COMPANY		4960 ALLEN ROAD	SAN ANTONIO	TX	78216	N/A
YOUNG SUPPLY COMPANY		1200 ROSEWOOD	ALLEN PARK	MI	48101	N/A
YOUNG SUPPLY COMPANY		888 WEST BALTIMORE	ANN ARBOR	MI	48104	N/A
YOUNG SUPPLY COMPANY		1232 WILBUR	DETROIT	MI	48202	N/A
YOUNG SUPPLY COMPANY		6191 JOHN C LODGE	DETROIT	MI	48202	N/A
YOUNG SUPPLY COMPANY		21605 FARMINGTON ROAD	FARMINGTON HILLS	MI	48366	N/A
YOUNG SUPPLY COMPANY		2101 S. SAGINAW STREET	FLINT	MI	48503	N/A
YOUNG SUPPLY COMPANY		130 IONIA SW	GRAND RAPIDS	MI	49503	N/A
YOUNG SUPPLY COMPANY		3710 GEMBRIT CIRCLE	KALAMAZOO	MI	49001	N/A
YOUNG SUPPLY COMPANY		1130 RAMADA DRIVE	LANSING	MI	48914	N/A
YOUNG SUPPLY COMPANY		639 AUBORN ROAD	PONTIAC	MI	48342	N/A
YOUNG SUPPLY COMPANY		125 DAVENPORT STREET	SAGINAW	MI	48602	N/A
YOUNG SUPPLY COMPANY		3153 CASS AVENUE	TRAVERSE CITY	MI	49684	N/A
YOUNG SUPPLY COMPANY		32622 DEQUINDRE	WARREN	MI	48092	N/A
YOUNG SUPPLY COMPANY		1068 HAMILTON DRIVE	HOLLAND	OH	43528	N/A
ZEELAND CHEMICAL, INC.		215 N. CENTENNIAL STREET	ZEELAND	MI	49464	N/A

PREPARED BY BOB GHAREEB 7/24/98

CARRIER: CTII

ACCEPTED BY

DATE: J. 22, 1998

APPENDIX C
TO
BROKER/CARRIER AGREEMENT

This Appendix is made part of the Transportation Agreement between **CENTRAL TRANSPORT INTERNATIONAL, INC.** of Warren, MI (CARRIER) and **UNIVERSAL TRAFFIC SERVICE** of Grand Rapids, MI (BROKER) and its clients as listed in Appendix B.

- 1) SHIPPER will agree to pay a Fuel Surcharge when the D.O.E. Fuel Index is greater than or equal to \$ [REDACTED] per gallon and the following surcharge amounts will apply:

D.O.E. FUEL INDEX	% OF FUEL SURCHARGE	
	LTL	TL
\$ [REDACTED]	[REDACTED]	[REDACTED]
\$ [REDACTED]	[REDACTED]	[REDACTED]
\$ [REDACTED]	[REDACTED]	[REDACTED]
\$ [REDACTED]	[REDACTED]	[REDACTED]
\$ [REDACTED]	[REDACTED]	[REDACTED]
\$ [REDACTED]	[REDACTED]	[REDACTED]

Note: The change in the fuel surcharge will occur on the Tuesday of the week in which the Fuel Index changes on Monday. If Monday is a holiday the change will occur on Wednesday.

- 2) Should the price of fuel in the D.O.E. Fuel Index exceed \$ [REDACTED] per gallon, the fuel surcharge will be adjusted [REDACTED] % per [REDACTED] per gallon increase.
- 3) The fuel surcharge will be applied to the net (after discount) freight charges.
- 4) Truckload (TL) is defined as shipments subject to pricing based upon the full capacity of a vehicle, or subject to rates with minimum weights of 20,000# or more.

BROKER:

UNIVERSAL TRAFFIC SERVICE

BY: Robert S. Ghareeb

SIGNED: [Signature]

TITLE: Vice President - Traffic

DATE: 7-23-98

CARRIER:

CENTRAL TRANSPORT INTERNATIONAL, INC.

BY: David R. Rodewald

SIGNED: [Signature]

TITLE: Director of Pricing

DATE: July 22, 1998

SCHEDULE "A-1"
PRICING AGREEMENT
 between
CENTRAL TRANSPORT INTERNATIONAL, INC.
UNIVERSAL TRAFFIC SERVICE, INC.

CLIENT SPECIFIC PRICING PROGRAM

Effective Date: January 1, 2006
 Expiration Date: December 31, 2006
 Base Rates: CZAR-LITE Effective 1-1-1992
 Discount: % (Direct points)
 Minimum Charge: U.S. Domestic Canadian (Cross Border)
 (Also applies on Intrastate charges for the states of: CA, GA, IL, IN, MI, MO, NY, OH, PA, TN, and TX when served direct by CTII.)
 Canada Rates: CZAR-LITE Effective 8/2003
 Discount:
 Interline Pricing off actual class, (When CTII originates)
 Interline Base Rates - CZAR-LITE Effective 1-1-1992
 Interline Minimum
 Volume Pricing of cubic capacity or class rated volume shipments.
 New York Zips Zip Codes 10001-10099 subject to an minimum charge

Central Transport International Inc., shall name a representative to resolve disputed bills.
 Central Transport International Inc., shall pay all claims within thirty (30) days of acceptance of responsibility.

Application: Line-haul Portion of billing, including C.O.D. shipments, inbound collect, outbound prepaid, and third party. Outbound collect shipments will move at class rates and receive a discount off prevailing CTII base rates when pricing for consignee does not exist with CTII. LTL= Shipments to 19,999# to be rated at typical weight breaks, not to exceed the 10,000# weight break level of rates.

All shipments subject to the rules and accessorial charges established in CTII 100 (series) except provisions referred to in the language of the contract to which this schedule is attached, references to claims liability less than full replacement value, single shipment charges, change of debtor charges, notify charges, and any charges related to freight bill attachments and/or requests for facsimile transmission of same (i.e. bills of lading, P.O.D.'s etc.) which are waived. C.O.D. fees are limited to 3% of C.O.D. amount with a minimum charge of

Pricing to apply to UNIVERSAL TRAFFIC SERVICE MANAGEMENT CLIENTS as listed on Addendum 1, which may be amended periodically. Pricing will also apply to clients added by UTS fax signed by appropriate carrier representative. Clients may be deleted in the same manner.

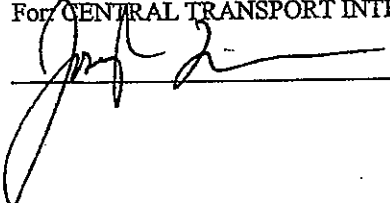
Pricing may be facilitated by rate agreement by Broker and Carrier, Appendix A (rate confirmation) created by Broker, faxed by Broker signed and returned via fax by Carrier. Appendix A becoming a one move agreement to the contract by definition.

For: UNIVERSAL TRAFFIC SERVICE, INC.



Date: January 1, 2006

For: CENTRAL TRANSPORT INTERNATIONAL, INC.



Date: January 1, 2006